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CLEAR CHANNEL OUTDOOR, INC.

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

RICHARD TRAVERSO,

Case No.: 07-cv-03629 MJJ

## STIPULATED PROTECTIVE ORDER

**Plaintiff,**

*Hon. Martin J. Jenkins*

CLEAR CHANNEL OUTDOOR, INC., and  
DOES 1 - 10,

**Defendants.**

*Hon. Martin J. Jenkins*

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### Defendants.

**STIPULATED PROTECTIVE ORDER**

## 1. PURPOSES AND LIMITATIONS

Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation would be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated

1 Protective Order. The parties acknowledge that this Order does not confer blanket protections on all  
2 disclosures or responses to discovery and that the protection it affords extends only to the limited  
3 information or items that are entitled under the applicable legal principles to treatment as  
4 confidential. The parties further acknowledge, as set forth in Section 10, below, that this Stipulated  
5 Protective Order creates no entitlement to file confidential information under seal; Civil Local Rule  
6 79-5 sets forth the procedures that must be followed and reflects the standards that will be applied  
7 when a party seeks permission from the court to file material under seal.

8 **2. DEFINITIONS**

9       2.1    Party: any party to this action, including all of its officers, directors, employees,  
10 consultants, retained experts, and outside counsel (and their support staff).

11       2.2    Disclosure or Discovery Material: all items or information, regardless of the medium  
12 or manner generated, stored, or maintained (including, among other things, testimony, transcripts, or  
13 tangible things) that are produced or generated in disclosures or responses to discovery in this  
14 matter.

15       2.3    “Confidential” Information or Items: information (regardless of how generated,  
16 stored or maintained) or tangible things that qualify for protection under standards developed under  
17 F.R.Civ.P. 26(c).

18       2.4    “Highly Confidential – Attorneys’ Eyes Only” Information or Items: extremely  
19 sensitive “Confidential Information or Items” whose disclosure to another Party or non-party would  
20 create a substantial risk of serious injury that could not be avoided by less restrictive means.

21       2.5    Receiving Party: a Party that receives Disclosure or Discovery Material from a  
22 Producing Party.

23       2.6    Producing Party: a Party or non-party that produces Disclosure or Discovery Material  
24 in this action.

25       2.7    Designating Party: a Party or non-party that designates information or items that it  
26 produces in disclosures or in responses to discovery as “Confidential” or “Highly Confidential —  
27 Attorneys’ Eyes Only.”

1           2.8    Protected Material: any Disclosure or Discovery Material that is designated as  
2   "Confidential" or as "Highly Confidential – Attorneys' Eyes Only."

3           2.9    Outside Counsel: attorneys who are not employees of a Party but who are retained to  
4   represent or advise a Party in this action.

5           2.10   House Counsel: attorneys who are employees of a Party.

6           2.11   Counsel (without qualifier): Outside Counsel and House Counsel (as well as their  
7   support staffs).

8           2.12   Expert: a person with specialized knowledge or experience in a matter pertinent to  
9   the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a  
10   consultant in this action and who is not a past or a current employee of a Party or of a competitor of  
11   a Party's and who, at the time of retention, is not anticipated to become an employee of a Party or a  
12   competitor of a Party's. This definition includes a professional jury or trial consultant retained in  
13   connection with this litigation.

14           2.13   Professional Vendors: persons or entities that provide litigation support services  
15   (e.g., photocopying; videotaping; translating; preparing exhibits or demonstrations; organizing,  
16   storing, retrieving data in any form or medium; etc.) and their employees and subcontractors.

17           **3.    SCOPE**

18           The protections conferred by this Stipulation and Order cover not only Protected Material (as  
19   defined above), but also any information copied or extracted therefrom, as well as all copies,  
20   excerpts, summaries, or compilations thereof, plus testimony, conversations, or presentations by  
21   parties or counsel to or in court or in other settings that might reveal Protected Material.

22           **4.    DURATION**

23           Even after the termination of this litigation, the confidentiality obligations imposed by this  
24   Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order  
25   otherwise directs.

26           **5.    DESIGNATING PROTECTED MATERIAL**

27           5.1    Exercise of Restraint and Care in Designating Material for Protection. Each Party or  
28   non-party that designates information or items for protection under this Order must take care to limit

1 any such designation to specific material that qualifies under the appropriate standards. A  
2 Designating Party must take care to designate for protection only those parts of material, documents,  
3 items, or oral or written communications that qualify – so that other portions of the material,  
4 documents, items, or communications for which protection is not warranted are not swept  
5 unjustifiably within the ambit of this Order.

6 Mass, indiscriminate, or routine designations are prohibited. Designations that are shown to  
7 be clearly unjustified, or that have been made for an improper purpose (e.g., to unnecessarily  
8 encumber or retard the case development process, or to impose unnecessary expenses and burdens  
9 on other parties), expose the Designating Party to sanctions.

10 If it comes to a Party's or a non-party's attention that information or items that it designated  
11 for protection do not qualify for protection at all, or do not qualify for the level of protection initially  
12 asserted, that Party or non-party must promptly notify all other parties that it is withdrawing the  
13 mistaken designation.

14 **5.2 Manner and Timing of Designations.** Except as otherwise provided in this Order  
15 (see, e.g., second paragraph of section 5.2(a), below), or as otherwise stipulated or ordered, material  
16 that qualifies for protection under this Order must be clearly so designated before the material is  
17 disclosed or produced.

18 Designation in conformity with this Order requires:

19 (a) for information in documentary form, including written responses to discovery (apart  
20 from transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix  
21 the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" at  
22 the top or bottom of each page that contains protected material. If only a portion or portions of the  
23 material on a page qualifies for protection, the Producing Party also must clearly identify the  
24 protected portion(s) (e.g., by making appropriate markings in the margins) and must specify, for  
25 each portion, the level of protection being asserted (either "CONFIDENTIAL" or "HIGHLY  
26 CONFIDENTIAL – ATTORNEYS' EYES ONLY").

27 A Party or non-party that makes original documents or materials available for inspection  
28 need not designate them for protection until after the inspecting Party has indicated which material it

1 would like copied and produced. During the inspection and before the designation, all of the  
2 material made available for inspection shall be deemed "HIGHLY CONFIDENTIAL –  
3 ATTORNEYS' EYES ONLY." After the inspecting Party has identified the documents it wants  
4 copied and produced, the Producing Party must determine which documents, or portions thereof,  
5 qualify for protection under this Order, then, before producing the specified documents, the  
6 Producing Party must affix the appropriate legend ("CONFIDENTIAL" or "HIGHLY  
7 CONFIDENTIAL – ATTORNEYS' EYES ONLY") at the top or bottom of each page that contains  
8 Protected Material. If only a portion or portions of the material on a page qualifies for protection,  
9 the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
10 markings in the margins) and must specify, for each portion, the level of protection being asserted  
11 (either "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY").

12 (b) for testimony given in deposition or in other pretrial or trial proceedings, that the  
13 Party or non-party offering or sponsoring the testimony identify on the record, before the close of the  
14 deposition, hearing, or other proceeding, all protected testimony, and further specify any portions of  
15 the testimony that qualify as "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY." When  
16 it is impractical to identify separately each portion of testimony that is entitled to protection, and  
17 when it appears that substantial portions of the testimony may qualify for protection, the Party or  
18 non-party that sponsors, offers, or gives the testimony may invoke on the record (before the  
19 deposition or proceeding is concluded) a right to have up to 20 days to identify the specific portions  
20 of the testimony as to which protection is sought and to specify the level of protection being asserted  
21 ("CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY"). Only  
22 those portions of the testimony that are appropriately designated for protection within the 20 days  
23 shall be covered by the provisions of this Stipulated Protective Order.

24 Transcript pages containing Protected Material must be separately bound by the court  
25 reporter, who must affix to the top of each such page the legend "CONFIDENTIAL" or "HIGHLY  
26 CONFIDENTIAL – ATTORNEYS' EYES ONLY," as instructed by the Party or non-party offering  
27 or sponsoring the witness or presenting the testimony.

28

8        5.3     Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to  
9 designate qualified information or items as “Confidential” or “Highly Confidential – Attorneys’  
10 Eyes Only” does not, standing alone, waive the Designating Party’s right to secure protection under  
11 this Order for such material. If material is appropriately designated as “Confidential” or “Highly  
12 Confidential – Attorneys’ Eyes Only” after the material was initially produced, the Receiving Party,  
13 on timely notification of the designation, must make reasonable efforts to assure that the material is  
14 treated in accordance with the provisions of this Order.

## 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

16        6.1     Timing of Challenges. Unless a prompt challenge to a Designating Party's  
17     confidentiality designation is necessary to avoid foreseeable substantial unfairness, unnecessary  
18     economic burdens, or a later significant disruption or delay of the litigation, a Party does not waive  
19     its right to challenge a confidentiality designation by electing not to mount a challenge promptly  
20     after the original designation is disclosed.

21       6.2     Meet and Confer. A Party that elects to initiate a challenge to a Designating Party's  
22 confidentiality designation must do so in good faith and must begin the process by conferring  
23 directly (in voice to voice dialogue; other forms of communication are not sufficient) with counsel  
24 for the Designating Party. In conferring, the challenging Party must explain the basis for its belief  
25 that the confidentiality designation was not proper and must give the Designating Party an  
26 opportunity to review the designated material, to reconsider the circumstances, and, if no change in  
27 designation is offered, to explain the basis for the chosen designation. A challenging Party may

1 proceed to the next stage of the challenge process only if it has engaged in this meet and confer  
2 process first.

3       6.3     Judicial Intervention. A Party that elects to press a challenge to a confidentiality  
4 designation after considering the justification offered by the Designating Party may file and serve a  
5 motion under Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) that  
6 identifies the challenged material and sets forth in detail the basis for the challenge. Each such  
7 motion must be accompanied by a competent declaration that affirms that the movant has complied  
8 with the meet and confer requirements imposed in the preceding paragraph and that sets forth with  
9 specificity the justification for the confidentiality designation that was given by the Designating  
10 Party in the meet and confer dialogue.

11       The burden of persuasion in any such challenge proceeding shall be on the Designating  
12 Party. Until the court rules on the challenge, all parties shall continue to afford the material in  
13 question the level of protection to which it is entitled under the Producing Party's designation.

14       **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

15       7.1     Basic Principles. A Receiving Party may use Protected Material that is disclosed or  
16 produced by another Party or by a non-party in connection with this case only for prosecuting,  
17 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to  
18 the categories of persons and under the conditions described in this Order. When the litigation has  
19 been terminated, a Receiving Party must comply with the provisions of section 11, below (FINAL  
20 DISPOSITION). Protected Material must be stored and maintained by a Receiving Party at a  
21 location and in a secure manner that ensures that access is limited to the persons authorized under  
22 this Order.

23       7.2     Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered  
24 by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any  
25 information or item designated CONFIDENTIAL only to:

26       (a)     the Receiving Party's Outside Counsel of record in this action, as well as employees  
27 of said Counsel to whom it is reasonably necessary to disclose the information for this litigation;

(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this litigation;

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this litigation;

(d) the Court and its personnel;

(e) court reporters, their staffs, and professional vendors to whom disclosure is reasonably necessary for this litigation;

(f) during their depositions, witnesses in the action to whom disclosure is reasonably likely to be made pursuant to the "Agreement to Be Bound by Protective Order" (Exhibit A).

Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order.

(g) the author of the document or the original source of the information.

7.3 Disclosure of "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY"

Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" only to:

(a) . . . the Receiving Party's Outside Counsel of record in this action, as well as employees of said Counsel to whom it is reasonably necessary to disclose the information for this litigation;

(b) House Counsel of a Receiving Party (1) who has no involvement in competitive decision-making, and (2) to whom disclosure is reasonably necessary for this litigation;

(c) Experts (as defined in this Order) (1) to whom disclosure is reasonably necessary for this litigation, (2) who have signed the "Agreement to Be Bound by Protective Order" (Exhibit A), and (3) as to whom the procedures set forth in paragraph 7.4, below, have been followed;

(d) the Court and its personnel;

(e) court reporters, their staffs, and professional vendors to whom disclosure is reasonably necessary for this litigation; and

(f) the author of the document or the original source of the information.

1                   7.4    Procedures for Approving Disclosure of "HIGHLY CONFIDENTIAL –  
2    ATTORNEYS' EYES ONLY" Information or Items to "Experts."

3                   (a)    Unless otherwise ordered by the court or agreed in writing by the Designating Party, a  
4    Party that seeks to disclose to an "Expert" (as defined in this Order) any information or item that has  
5    been designated "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" first must make a  
6    written request to the Designating Party that (1) sets forth the full name of the Expert and the city  
7    and state of his or her primary residence, (2) attaches a copy of the Expert's current resume, and (3)  
8    identifies the Expert's current employer(s).

9                   (b)    A Party that makes a request and provides the information specified in the preceding  
10   paragraph may disclose the Designating Party's Protected Material to the identified Expert unless,  
11   within two court days of delivering the request, the Party receives a written objection from the  
12   Designating Party. Any such objection must set forth in detail the grounds on which it is based.

13                  (c)    A Party that receives a timely written objection must meet and confer with the  
14    Designating Party (through direct voice to voice dialogue) to try to resolve the matter by agreement.  
15    If no agreement is reached, the Party seeking to make the disclosure to the Expert may file a motion  
16    as provided in Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable)  
17    seeking permission from the court to do so. Any such motion must describe the circumstances with  
18    specificity, set forth in detail the reasons for which the disclosure to the Expert is reasonably  
19    necessary, assess the risk of harm that the disclosure would entail and suggest any additional means  
20    that might be used to reduce that risk. In addition, any such motion must be accompanied by a  
21    competent declaration in which the movant describes the parties' efforts to resolve the matter by  
22    agreement (*i.e.*, the extent and the content of the meet and confer discussions) and sets forth the  
23    reasons advanced by the Designating Party for its refusal to approve the disclosure.

24                  In any such proceeding the Party opposing disclosure to the Expert shall bear the burden of  
25    proving that the risk of harm that the disclosure would entail (under the safeguards proposed)  
26    outweighs the Receiving Party's need to disclose the Protected Material to its Expert.

27                  (d)    Notwithstanding the foregoing, (i) Plaintiff agrees that Defendant may disclose any  
28    information or items Plaintiff has designated as "HIGHLY CONFIDENTIAL – ATTORNEYS'

1 EYES ONLY" to its designated Expert, Arthur Gimmy, Arthur Gimmy International and (ii)  
2 Defendant agrees that Plaintiff may disclose any information or items Defendant has designated as  
3 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" to its designated Expert, Bryan  
4 Boches, EB Capital Group.

5 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER**  
6 **LITIGATION**

7 If a Receiving Party is served with a subpoena or an order issued in other litigation that  
8 would compel disclosure of any information or items designated in this action as  
9 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY," the  
10 Receiving Party must so notify the Designating Party, in writing (by fax, if possible) immediately  
11 and in no event more than three court days after receiving the subpoena or order. Such notification  
12 must include a copy of the subpoena or court order.

13 The Receiving Party also must immediately inform in writing the Party who caused the  
14 subpoena or order to issue in the other litigation that some or all the material covered by the  
15 subpoena or order is the subject of this Protective Order. In addition, the Receiving Party must  
16 deliver a copy of this Stipulated Protective Order promptly to the Party in the other action that  
17 caused the subpoena or order to issue.

18 The purpose of imposing these duties is to alert the interested parties to the existence of this  
19 Protective Order and to afford the Designating Party in this case an opportunity to try to protect its  
20 confidentiality interests in the court from which the subpoena or order issued. The Designating  
21 Party shall bear the burdens and the expenses of seeking protection in that court of its confidential  
22 material – and nothing in these provisions should be construed as authorizing or encouraging a  
23 Receiving Party in this action to disobey a lawful directive from another court.

24 **9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

25 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected  
26 Material to any person or in any circumstance not authorized under this Stipulated Protective Order,  
27 the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized  
28 disclosures, (b) use its best efforts to retrieve all copies of the Protected Material, (c) inform the

1 person or persons to whom unauthorized disclosures were made of all the terms of this Order, and  
2 (d) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound"  
3 that is attached hereto as Exhibit A.

4 **10. FILING PROTECTED MATERIAL**

5 Without written permission from the Designating Party or a court order secured after  
6 appropriate notice to all interested persons, a Party may not file in the public record in this action  
7 any Protected Material. A Party that seeks to file under seal any Protected Material must comply  
8 with Civil Local Rule 79-5.

9 **11. FINAL DISPOSITION**

10 Unless otherwise ordered or agreed in writing by the Producing Party, within sixty days after  
11 the final termination of this action, each Receiving Party must return all Protected Material to the  
12 Producing Party. As used in this subdivision, "all Protected Material" includes all copies, abstracts,  
13 compilations, summaries or any other form of reproducing or capturing any of the Protected  
14 Material. With permission in writing from the Designating Party, the Receiving Party may destroy  
15 some or all of the Protected Material instead of returning it. Whether the Protected Material is  
16 returned or destroyed, the Receiving Party must submit a written certification to the Producing Party  
17 (and, if not the same person or entity, to the Designating Party) by the sixty day deadline that  
18 identifies (by category, where appropriate) all the Protected Material that was returned or destroyed  
19 and that affirms that the Receiving Party has not retained any copies, abstracts, compilations,  
20 summaries or other forms of reproducing or capturing any of the Protected Material.

21 Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings,  
22 motion papers, transcripts, legal memoranda, correspondence or attorney work product, even if such  
23 materials contain Protected Material. Any such archival copies that contain or constitute Protected  
24 Material remain subject to this Protective Order as set forth in Section 4 (DURATION), above.

25 **12. MISCELLANEOUS**

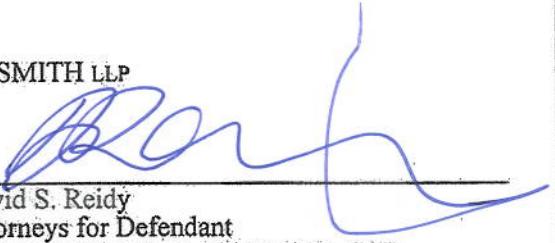
26 **12.1 Right to Further Relief.** Nothing in this Order abridges the right of any person to seek  
27 its modification by the Court in the future.

1           12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order  
2 no Party waives any right it otherwise would have to object to disclosing or producing any  
3 information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no  
4 Party waives any right to object on any ground to use in evidence of any of the material covered by  
5 this Protective Order.

6           **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD:**

7  
8           DATED: February 5, 2008

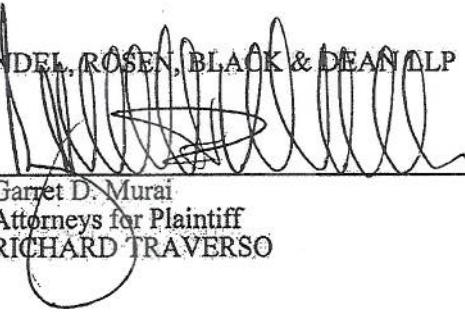
9           REED SMITH LLP

10          By 

11          David S. Reidy  
12          Attorneys for Defendant  
13          CLEAR CHANNEL OUTDOOR, INC.

14          DATED: February 9, 2008

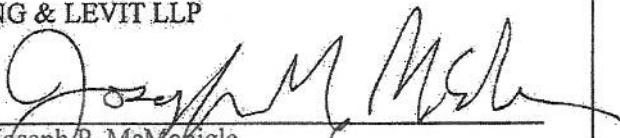
15          WENDEL, ROSEN, BLACK & DEAN LLP

16          By 

17          Garrett D. Murai  
18          Attorneys for Plaintiff  
19          RICHARD TRAVERSO

20          DATED: February 5, 2008

21          LONG & LEVIT LLP

22          By 

23          Joseph P. McMoneigle  
24          Attorneys for Plaintiff  
25          RICHARD TRAVERSO

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1 PURSUANT TO STIPULATION, IT IS SO ORDERED.:  
2  
3 DATED: \_\_\_\_\_, 2008  
4  
5 Hon. Martin J. Jenkins  
6 United States District Court Judge  
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REED SMITH LLP  
A limited liability partnership formed in the State of Delaware

1 EXHIBIT A  
2  
34 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND  
5  
6

7 I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
8 [print or type full address], declare under penalty of perjury that I have read in its entirety and  
9 understand the Stipulated Protective Order that was issued by the United States District Court for the  
10 Northern District of California on [date] in the case of *Richard Traverso v. Clear Channel Outdoor, Inc.*, Case No. 07-CV-03629 MJJ. I agree to comply with and to be bound by all the terms of this  
11 Stipulated Protective Order and I understand and acknowledge that failure to so comply could  
12 expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not  
13 disclose in any manner any information or item that is subject to this Stipulated Protective Order to  
14 any person or entity except in strict compliance with the provisions of this Order.

15 I further agree to submit to the jurisdiction of the United States District Court for the  
16 Northern District of California for the purpose of enforcing the terms of this Stipulated Protective  
17 Order, even if such enforcement proceedings occur after termination of this action.

18 I hereby appoint \_\_\_\_\_ [print or type full name] of  
19 \_\_\_\_\_ [print or type full address and telephone number]  
20 as my California agent for service of process in connection with this action or any proceedings  
21 related to enforcement of this Stipulated Protective Order.

22 Date: \_\_\_\_\_  
23  
24

25 City and State where sworn and signed: \_\_\_\_\_  
26  
27

28 Printed name: \_\_\_\_\_ [printed name]  
29  
30

31 Signature: \_\_\_\_\_ [signature]  
32  
33